



**COUNTY OF LOS ANGELES**



**Kurt E. Floren**

Agricultural Commissioner  
Director of Weights and Measures

**Department of  
Agricultural Commissioner/  
Weights and Measures**

<http://acwm.lacounty.gov>

12300 Lower Azusa Road  
Arcadia, California 91006-5872

June 5, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF WEED ABATEMENT FIVE YEAR RENEWAL  
SERVICE AGREEMENTS 74052, 74054, AND 74053 WITH THE CITIES OF  
GLENDALE, MONROVIA, AND PALOS VERDES ESTATES  
(SUPERVISORIAL DISTRICTS 4 AND 5) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve Weed Abatement Service Renewal Agreements 74052, 74054, and 74053 with the Cities of Glendale, Monrovia, and Palos Verdes Estates, respectively, for weed abatement services for the period of July 1, 2007 through June 30, 2012.
2. Instruct the Chairman to sign the Renewal Agreements.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the above action is to enable the Agricultural Commissioner/Weights and Measures Department (ACWM) to continue to provide weed abatement services for fire prevention as requested by the Cities of Glendale, Monrovia, and Palos Verdes Estates.

The ACWM concurs with their request that service be provided pursuant to the terms of the County's Weed Abatement Agreements for a five-year term commencing July 1, 2007 through June 30, 2012.

**Implementation of Strategic Plan Goals**

Weed Abatement Service Agreements support the County's Strategic Plan Goals of Service Excellence (Goal 1) and Community Services (Goal 6).

The timely removal of hazardous weeds, brush, and rubbish for fire prevention improves the quality of life for residents of contract cities.

The Honorable Board of Supervisors  
June 5, 2007  
Page 2

### **FISCAL IMPACT/FINANCING**

There is no net County cost. Services provided by the ACWM are 100% recoverable through property tax liens and direct billings.

The County will be reimbursed for its expenditures at rates developed and adjusted annually by the ACWM and reviewed by the Auditor-Controller pursuant to statutory limitations.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The terms of the Agreements shall be for a period of five (5) years commencing from July 1, 2007 through June 30, 2012.

The Agreements have been reviewed by County Counsel and are approved as to form.

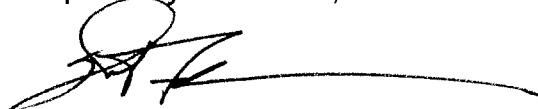
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This is a renewal of services currently being provided to the specified contract cities. Therefore, there will be no impact on current services.

### **CONCLUSION**

Three (3) copies of each Agreement are being submitted to your Board for signature. When approved, the ACWM requires two (2) signed copies of each Agreement.

Respectfully submitted,



KURT E. FLOREN  
Agricultural Commissioner  
Director of Weights & Measures

KEF:RBS:cm  
RenewGlenMonrPV2007\_12AfterCoCounselRev.wpd

Attachments (3)

c: Chief Administrative Officer  
County Counsel  
Auditor-Controller

## RENEWAL AGREEMENT

WEED ABATEMENT

THIS AGREEMENT, dated for purposes of reference only July 1, 2007, is made by and between the County of Los Angeles, hereinafter referred to as "County," and the CITY OF GLENDALE, hereinafter referred to as "City."

## RECITALS:

(a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on unimproved properties, by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.

(b) The County is agreeable to rendering such weed abatement services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and Title 5, Division 1, Part 2, Chapter 1, Article 1 of the Government Code.

## THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees, through the Agricultural Commissioner/Director of Weights and Measures, to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2 of the Government Code, being Sections 39560 through 39588 thereof.

Such services shall encompass the weed abatement duties and functions of the type coming within the jurisdiction of and customarily rendered by the Agricultural Commissioner/Weights and Measures Department of the County of Los Angeles under the Charter of said

1 County and the statutes of the State of California.

2 The level of service shall be the same basic level of weed abatement service that is and  
3 shall be hereinafter during the term of this agreement provided for in the unincorporated areas of  
4 the County of Los Angeles by said Agricultural Commissioner/Director of Weights and  
5 Measures.

6 The County shall have the discretion to terminate services on tax default parcels.

7 The rendition of such services, the standard of performance, and other matters incidental  
8 to the performance of such services, and the control of personnel so employed shall remain in the  
9 County.

10 2. To facilitate the performance of said functions, it is hereby agreed that the County  
11 shall have full cooperation and assistance from the City Council and other City officer, agents,  
12 and employees.

13 3. For the purpose of performing said functions, County shall furnish and supply all  
14 necessary labor, supervision, equipment, and supplies necessary to maintain the level of service  
15 to be rendered hereunder.

16 4. The County shall perform the work contemplated with resources available within  
17 its own organization and no portion of the work shall be subcontracted with the following  
18 exceptions:

19 County may subcontract specialized equipment and/or services pursuant to County  
20 procurement procedures using a competitive bidding process.

21 No City Employee as such shall be taken over by said County, and no person employed  
22 hereunder shall have any City pension, civil service, or any status or right.

23 For the purpose of performing such services and functions, and for the purpose of giving  
24 official status to the performance thereof where necessary, every County officer and employee

1 engaged in the performance of any service hereunder shall be deemed to be an officer or  
2 employee of said City while performing services for said City, which services are within the  
3 scope of this agreement and are purely municipal functions.

4 5. City shall not be called upon to assume any liability for the direct payment of any  
5 salaries, wages, or other compensation to any County personnel performing services hereunder  
6 for said County, or any liability other than that provided for in this agreement.

7 Except as herein otherwise specified, the City shall not be liable for compensation and/or  
8 indemnification to any County employee for any injury or sickness arising out of their  
9 employment.

10 6. The parties hereto have executed an Assumption of Liability Agreement approved  
11 by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement  
12 approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the  
13 City has signed later in time is currently in effect and is hereby made a part of and incorporated  
14 into this agreement as if set out in full herein. In the event that the Board of Supervisors later  
15 approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the  
16 subsequent agreement as of its effective date shall supersede the agreement previously in effect  
17 between the parties hereto.

18 7. Unless sooner terminated as provided for herein, this agreement shall be effective  
19 July 1, 2007 and shall extend to June 30, 2012. At the option of the City Council of said City,  
20 with the consent of the Board of Supervisors of said County, this agreement shall be renewable  
21 for successive periods not to exceed five (5) years.

22 In the event City desires to renew this agreement for any succeeding five-year period, the  
23 City Council, not later than December 30, 2011, shall notify the Board of Supervisors of County  
24 that it wishes to renew the same, whereupon said Board of Supervisors, not later than July 1,

1 2012, shall notify said City Council in writing of its willingness to accept such renewal for an  
2 additional five-year period or such other term as it deems advisable, otherwise such agreement  
3 shall finally terminate at the end of such five-year period.

4 Notwithstanding the provisions of this paragraph hereinbefore set forth, the City may  
5 terminate this agreement as of the thirty-first day of December of any year upon notice in writing  
6 to the County on or before September 30 of the same year. The County may terminate this  
7 agreement at any time upon thirty (30) days prior written notice to the City.

8 8. Notwithstanding anything to the contrary herein contained, this contract shall be  
9 sooner terminated upon the failure of the City to adopt a resolution declaring that weeds upon  
10 parcels of property located within said City to be a public nuisance as provided for in Section  
11 39571 of the Government Code.

12 9. It is the intent of this agreement that the Agricultural Commissioner/Director of  
13 Weights and Measures of the County shall constitute the public officer designated by the City  
14 Council to perform the duties imposed by Title 4, Division 3, Part 2, Chapter 13, Article 2,  
15 Section 39560(a) of the Government Code, and that the City Council of said City shall perform  
16 the duties of the legislative body as set forth in said article.

17 10. For and in consideration of the rendition of the foregoing services by the County,  
18 City agrees that the costs of abating such weeds shall be assessed in the manner set forth in  
19 Title 4, Division 3, Part 2, Chapter 13, Article 2, Sections 39573 to 39585, inclusive of the  
20 Government Code, and that upon collection of such assessment, they will be paid over to the  
21 County.

22 11. The parties hereto contemplate that the services of the County are limited to weed  
23 abatement work and agree that such services are for no other or additional work.

24 //

1 IN WITNESS HEREOF, the CITY OF GLENDALE, by motion duly adopted by its City  
2 Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the  
3 County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be  
4 subscribed by the Chairman of said Board and seal of said Board to be affixed thereto and  
5 attested by the Clerk of the Board.

6 CITY OF GLENDALE

7  
8 By \_\_\_\_\_

Mayor

9 APPROVED AS TO FORM  
10 CHIEF ASSISTANT CITY ATTORNEY  
11 DATED 2/22/07

COUNTY OF LOS ANGELES

12 By \_\_\_\_\_

Chairman, Board of Supervisors

13 ATTEST:

14  
15 By \_\_\_\_\_

City Clerk

16 Sachi A. Hamai, Executive Officer-Clerk  
17 of the Board of Supervisors

18  
19 By \_\_\_\_\_

Deputy

20 APPROVED AS TO FORM  
21 BY COUNTY COUNSEL:

22 RAYMOND G. FORTNER, JR.

23  
24 By \_\_\_\_\_

Deputy

## RENEWAL AGREEMENT

WEED ABATEMENT

THIS AGREEMENT, dated for purposes of reference only July 1, 2007, is made by and between the County of Los Angeles, hereinafter referred to as "County," and the CITY OF MONROVIA, hereinafter referred to as "City."

## RECITALS:

(a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on unimproved properties, by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.

(b) The County is agreeable to rendering such weed abatement services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and Title 5, Division 1, Part 2, Chapter 1, Article 1 of the Government Code.

## THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees, through the Agricultural Commissioner/Director of Weights and Measures, to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2 of the Government Code, being Sections 39560 through 39588 thereof.

Such services shall encompass the weed abatement duties and functions of the type coming within the jurisdiction of and customarily rendered by the Agricultural Commissioner/Weights and Measures Department of the County of Los Angeles under the Charter of said



1 County and the statutes of the State of California.

2 The level of service shall be the same basic level of weed abatement service that is and  
3 shall be hereinafter during the term of this agreement provided for in the unincorporated areas of  
4 the County of Los Angeles by said Agricultural Commissioner/Director of Weights and  
5 Measures.

6 The County shall have the discretion to terminate services on tax default parcels.

7 The rendition of such services, the standard of performance, and other matters incidental  
8 to the performance of such services, and the control of personnel so employed shall remain in the  
9 County.

10 2. To facilitate the performance of said functions, it is hereby agreed that the County  
11 shall have full cooperation and assistance from the City Council and other City officer, agents,  
12 and employees.

13 3. For the purpose of performing said functions, County shall furnish and supply all  
14 necessary labor, supervision, equipment, and supplies necessary to maintain the level of service  
15 to be rendered hereunder.

16 4. The County shall perform the work contemplated with resources available within  
17 its own organization and no portion of the work shall be subcontracted with the following  
18 exceptions:

19 County may subcontract specialized equipment and/or services pursuant to County  
20 procurement procedures using a competitive bidding process.

21 No City Employee as such shall be taken over by said County, and no person employed  
22 hereunder shall have any City pension, civil service, or any status or right.

23 For the purpose of performing such services and functions, and for the purpose of giving  
24 official status to the performance thereof where necessary, every County officer and employee

1 engaged in the performance of any service hereunder shall be deemed to be an officer or  
2 employee of said City while performing services for said City, which services are within the  
3 scope of this agreement and are purely municipal functions.

4 5. City shall not be called upon to assume any liability for the direct payment of any  
5 salaries, wages, or other compensation to any County personnel performing services hereunder  
6 for said County, or any liability other than that provided for in this agreement.

7 Except as herein otherwise specified, the City shall not be liable for compensation and/or  
8 indemnification to any County employee for any injury or sickness arising out of their  
9 employment.

10 6. The parties hereto have executed an Assumption of Liability Agreement approved  
11 by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement  
12 approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the  
13 City has signed later in time is currently in effect and is hereby made a part of and incorporated  
14 into this agreement as if set out in full herein. In the event that the Board of Supervisors later  
15 approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the  
16 subsequent agreement as of its effective date shall supersede the agreement previously in effect  
17 between the parties hereto.

18 7. Unless sooner terminated as provided for herein, this agreement shall be effective  
19 July 1, 2007 and shall extend to June 30, 2012. At the option of the City Council of said City,  
20 with the consent of the Board of Supervisors of said County, this agreement shall be renewable  
21 for successive periods not to exceed five (5) years.

22 In the event City desires to renew this agreement for any succeeding five-year period, the  
23 City Council, not later than December 30, 2011, shall notify the Board of Supervisors of County  
24 that it wishes to renew the same, whereupon said Board of Supervisors, not later than July 1,

2012, shall notify said City Council in writing of its willingness to accept such renewal for an additional five-year period or such other term as it deems advisable, otherwise such agreement shall finally terminate at the end of such five-year period.

Notwithstanding the provisions of this paragraph hereinbefore set forth, the City may terminate this agreement as of the thirty-first day of December of any year upon notice in writing to the County on or before September 30 of the same year. The County may terminate this agreement at any time upon thirty (30) days prior written notice to the City.

8. Notwithstanding anything to the contrary herein contained, this contract shall be sooner terminated upon the failure of the City to adopt a resolution declaring that weeds upon parcels of property located within said City to be a public nuisance as provided for in Section 39571 of the Government Code.

9. It is the intent of this agreement that the Agricultural Commissioner/Director of Weights and Measures of the County shall constitute the public officer designated by the City Council to perform the duties imposed by Title 4, Division 3, Part 2, Chapter 13, Article 2, Section 39560(a) of the Government Code, and that the City Council of said City shall perform the duties of the legislative body as set forth in said article.

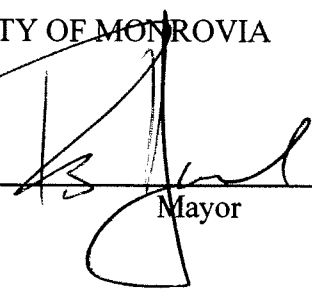
10. For and in consideration of the rendition of the foregoing services by the County, City agrees that the costs of abating such weeds shall be assessed in the manner set forth in Title 4, Division 3, Part 2, Chapter 13, Article 2, Sections 39573 to 39585, inclusive of the Government Code, and that upon collection of such assessment, they will be paid over to the County.

11. The parties hereto contemplate that the services of the County are limited to weed abatement work and agree that such services are for no other or additional work.

//

1 IN WITNESS HEREOF, the CITY OF MONROVIA, by motion duly adopted by its City  
2 Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the  
3 County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be  
4 subscribed by the Chairman of said Board and seal of said Board to be affixed thereto and  
5 attested by the Clerk of the Board.

6 CITY OF MONROVIA

7  
8 By  Mayor

9  
10 COUNTY OF LOS ANGELES

11  
12 By \_\_\_\_\_  
Chairman, Board of Supervisors

13 ATTEST:

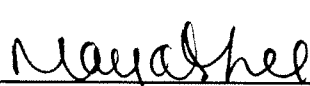
14  
15 By    
City Clerk

16  
17 Sachi A. Hamai, Executive Officer-Clerk  
of the Board of Supervisors

18  
19 By \_\_\_\_\_  
Deputy

20 APPROVED AS TO FORM  
21 BY COUNTY COUNSEL:

22 RAYMOND G. FORTNER, JR.

23  
24 By    
Deputy

## RENEWAL AGREEMENT

WEED ABATEMENT

THIS AGREEMENT, dated for purposes of reference only July 1, 2007, is made by and between the County of Los Angeles, hereinafter referred to as "County," and the CITY OF PALOS VERDES ESTATES, hereinafter referred to as "City."

## RECITALS:

(a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on unimproved properties, by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.

(b) The County is agreeable to rendering such weed abatement services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and Title 5, Division 1, Part 2, Chapter 1, Article 1 of the Government Code.

## THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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1 County and the statutes of the State of California.

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23 City Council, not later than December 30, 2011, shall notify the Board of Supervisors of County  
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11 39571 of the Government Code.

12 9. It is the intent of this agreement that the Agricultural Commissioner/Director of  
13 Weights and Measures of the County shall constitute the public officer designated by the City  
14 Council to perform the duties imposed by Title 4, Division 3, Part 2, Chapter 13, Article 2,  
15 Section 39560(a) of the Government Code, and that the City Council of said City shall perform  
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17 10. For and in consideration of the rendition of the foregoing services by the County,  
18 City agrees that the costs of abating such weeds shall be assessed in the manner set forth in  
19 Title 4, Division 3, Part 2, Chapter 13, Article 2, Sections 39573 to 39585, inclusive of the  
20 Government Code, and that upon collection of such assessment, they will be paid over to the  
21 County.

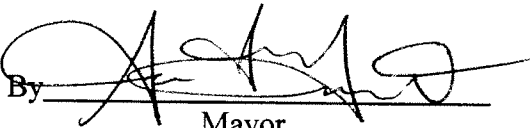
22 11. The parties hereto contemplate that the services of the County are limited to weed  
23 abatement work and agree that such services are for no other or additional work.

24 //



1 IN WITNESS HEREOF, the CITY OF PALOS VERDES ESTATES, by motion duly  
2 adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its  
3 Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these  
4 presents to be subscribed by the Chairman of said Board and seal of said Board to be affixed  
5 thereto and attested by the Clerk of the Board.

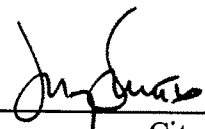
6 CITY OF PALOS VERDES ESTATES

7  
8 By \_\_\_\_\_  
9 Mayor

10 COUNTY OF LOS ANGELES

11  
12 By \_\_\_\_\_  
13 Chairman, Board of Supervisors

14 ATTEST:

15 By \_\_\_\_\_  
16 City Clerk

17 Sachi A. Hamai, Executive Officer-Clerk  
18 of the Board of Supervisors

19 By \_\_\_\_\_  
20 Deputy

21 APPROVED AS TO FORM  
22 BY COUNTY COUNSEL:

23 RAYMOND G. FORTNER, JR.

24 By \_\_\_\_\_  
Deputy